
CONTRACT #8
RFS # 331.03-020
FA # 08-23570-00

Department of Education

VENDOR:
Tennessee Science Teachers'
Association

RECEIVED

MAY 29 2008

FISCAL REVIEW

PHIL BREDESEN
GOVERNOR



STATE OF TENNESSEE
DEPARTMENT OF EDUCATION
6th FLOOR, ANDREW JOHNSON TOWER
710 JAMES ROBERTSON PARKWAY
NASHVILLE, TN 37243-0375

TIMOTHY K. WEBB, Ed.D.
ACTING COMMISSIONER

TO: James White, Executive Director, Fiscal Review Committee

FROM: Timothy K. Webb, Acting Commissioner *Timothy K. Webb*

DATE: May 28, 2008

RE: Request to appear before Fiscal Review Committee regarding Non-Competitive Contract Amendment RFS # 331.03-020-08

Please consider the enclosed information regarding a request for Non-Competitive Contract Amendment with the Tennessee Science Teachers Association.

The proposed contract amendment will allow the following:

- An increase in the number of Tennessee teachers receiving training necessary to implement the revised curriculum standards in English Language Arts (ELA), Mathematics and Science.
- Approximately 24, three (3) day teacher training academies for 3,500 teachers in Science, Mathematics, Civics and Language Arts across the State.

The proposed contract amendment is needed for the following:

- The federal guidelines for No Child Left Behind Act (NCLB) specifies Title IIA funds be used for teacher training in areas requiring highly qualified teachers. Science, Math, Language Arts and Civics/ Government are areas of instruction identified as requiring teachers to demonstrate highly qualified content knowledge. Public Law 107-110, The Elementary and Secondary Education Act (ESEA) as amended by the No Child Left Behind Act of 2001.2.
- In order for all teachers to be trained and ready to provide instruction in the revised curriculum mandated by the Governor's high school design, teachers must have numerous ways to access the new curriculum training.
- Due to the revision of the K-12 curriculum standards in ELA, Mathematics and Science along with additional requirements for high school graduation, the demand for summer has increase from 600 teachers to 3,500.

Thank you for your consideration.

CC: Mr. Robert Greene, Assistant Commissioner

REQUEST: NON-COMPETITIVE AMENDMENT

APPROVED

Commissioner of Finance & Administration
Date:

EACH REQUEST ITEM BELOW MUST BE DETAILED OR ADDRESSED AS REQUIRED.

1) RFS #	331.03-020-08	
2) State Agency Name :	Department of Education	
EXISTING CONTRACT INFORMATION		
3) Service Caption :	Teacher Training Highly Qualified Academies	
4) Contractor :	Tennessee Science Teachers' Association	
5) Contract #	FA-08-23570-00	
6) Contract Start Date :	4/15/08	
7) <u>Current</u> Contract End Date IF <u>all</u> Options to Extend the Contract are Exercised :	4/14/2013	
8) <u>Current</u> Total Maximum Cost IF <u>all</u> Options to Extend the Contract are Exercised :	\$350,000.00	
PROPOSED AMENDMENT INFORMATION		
9) <u>Proposed</u> Amendment #	One (1)	
10) <u>Proposed</u> Amendment Effective Date : (attached explanation required if date is < 60 days after F&A receipt)	8/2/2008	
11) <u>Proposed</u> Contract End Date IF <u>all</u> Options to Extend the Contract are Exercised :	4/13/2013	
12) <u>Proposed</u> Total Maximum Cost IF <u>all</u> Options to Extend the Contract are Exercised :	\$900,000.00	
13) Approval Criteria : (select one)	<input checked="checked" type="checkbox"/> use of Non-Competitive Negotiation is in the best interest of the state <input type="checkbox"/> only one uniquely qualified service provider able to provide the service	
14) Description of the Proposed Amendment Effects & Any Additional Service :		
<p>The proposed amendment will increase the maximum liability by \$550,000.00. The amendment will allow the contractor to increase the number of Tennessee teachers who receive training necessary to implement the revised curriculum standards in English Language Arts (ELA), Science and Math. The curriculum standards were revised along with additional requirements for high school graduation. The demand for summer training has increase from 600 teachers to 3,500.</p>		
15) Explanation of Need for the Proposed Amendment :		

The federal guidelines for No Child Left Behind Act (NCLB) specifies Title IIA funds be used for teacher training in areas requiring highly qualified teachers. Science, Math, Language Arts and Civics/ Government are areas of instruction identified as requiring teachers to demonstrate highly qualified content knowledge. Public Law 107-110, The Elementary and Secondary Education Act (ESEA) as amended by the No Child Left Behind Act of 2001.2.

In order for all teachers to be trained and ready to provide instruction in the revised curriculum mandated by the Governor's high school design, teachers must have numerous ways to access the new curriculum training.

Due to the revision of the K-12 curriculum standards in ELA, Math and Science along with additional requirements for high school graduation, the demand for summer has increase from 600 teachers to 3, 500.

16) Name & Address of Contractor's Current Principal Owner(s) :
(not required if proposed contractor is a state education institution)

Tennessee Science Teachers' Association
Barry Farris, Treasurer
2133 Williamsport Pike
Columbia, TN 38401

17) Documentation of Office for Information Resources Endorsement :
(required only if the subject service involves information technology)

select one:



Documentation Not Applicable to this Request



Documentation Attached to this Request

18) Documentation of Department of Personnel Endorsement :
(required only if the subject service involves training for state employees)

select one:



Documentation Not Applicable to this Request



Documentation Attached to this Request

19) Documentation of State Architect Endorsement :
(required only if the subject service involves construction or real property related services)

select one:



Documentation Not Applicable to this Request



Documentation Attached to this Request

20) Description of Procuring Agency Efforts to Identify Reasonable, Competitive, Procurement Alternatives :

Tennessee Institutions of Higher Education who currently have teacher education programs (MTSU, UTM, UTK, and University of Memphis) in the appropriate subject areas were contacted by state personnel and each stated they were unable to provide services equivalent to the program available through Tennessee Science Teacher Association (TSTA) at the same cost. The universities would not only require a minimum of an 8% indirect cost but would also have to train and hire additional staff. We would need to allow additional time, money, and financial resources to recreate a program which has been provided by TSTA and proven successful as documented by teacher feedback.

21) Justification for the Proposed Non-Competitive Amendment :

TSTA has created and presented training to teachers across the state of Tennessee. Agencies providing training for licensed K-12 Tennessee teachers must be familiar with not only general subject content, but must also possess knowledge of Tennessee teacher licensure laws, State Board Rules and Regulations, Tennessee curriculum standards, and assessments, and research-based teaching methodologies. TSTA is not only well-versed in the aforementioned but also has the access and a well established rapport with the classroom teachers and school sites necessary to conduct the academies and develop quality electronic instruction on behalf of the State. There are no other entities (within the state) that the State has found to work with to provide this particular service for the teachers of Tennessee at the same cost and level of quality. TSTA is well-versed on federal guidelines that will aide in the training of quality teachers. Since other Tennessee Higher Education agencies are not available to develop and perform this training at the cost, the Department of Education would have to solicit agencies outside of Tennessee. Any agencies residing outside the state of Tennessee would have to become familiar with the aforementioned Tennessee curriculum revisions, laws, rules, and regulations in order to perform the training required by law. The current budget does not have funds available to off set these additional costs.

Since, the TSTA have established training, trainers and material for the summer workshops. Those items will not have to be recreated and would save a large amount of money (approx. \$200,000.00) if we increase participant numbers in our current contract. If the department were to change contractors at this time there would not be adequate funds or time to provide the summer training.

REQUESTING AGENCY HEAD SIGNATURE & DATE :

(must be signed & dated by the ACTUAL procuring agency head as detailed on the Signature Certification on file with OCR— signature by an authorized signatory will be accepted only in documented exigent circumstances)

Timothy K. Webb

Agency Head Signature

5/29/08

Date

**AMENDMENT ONE
TO FA-08-23570-00**

This Contract Amendment is made and entered by and between the State of Tennessee, DEPARTMENT OF EDUCATION, hereinafter referred to as the "State" and TENNESSEE SCIENCE TEACHERS ASSOCIATION, hereinafter referred to as the "Contractor." It is mutually understood and agreed by and between said, undersigned contracting parties that the subject Contract is hereby amended as follows:

1. The text of Contract Section A.5. is deleted in its entirety and replaced with the following:

A.5. The Contractor will schedule and provide approximately 24 (based on registration), three (3) day teacher training academies for 3,500 teachers in Science, Math, Civics and Language Arts across the State. Training days and schedules will be approved by the State content curriculum coordinators.

2. The text of Contract Section C.1. is deleted in its entirety and replaced with the following:

C.1. Maximum Liability. In no event shall the maximum liability of the State under this Contract exceed Nine Hundred Thousand Dollars and No Cents (\$900,000.00). The payment rates in Section C.3 shall constitute the entire compensation due the Contractor for the Service and all of the Contractor's obligations hereunder regardless of the difficulty, materials or equipment required. The payment rates include, but are not limited to, all applicable taxes, fees, overheads, and all other direct and indirect costs incurred or to be incurred by the Contractor.

The Contractor is not entitled to be paid the maximum liability for any period under the Contract or any extensions of the Contract for work not requested by the State. The maximum liability represents available funds for payment to the Contractor and does not guarantee payment of any such funds to the Contractor under this Contract unless the State requests work and the Contractor performs said work. In which case, the Contractor shall be paid in accordance with the payment rates detailed in Section C.3. The State is under no obligation to request work from the Contractor in any specific dollar amounts or to request any work at all from the Contractor during any period of this Contract.

3. The text of Contract Section C.3.b. is deleted in its entirety and replaced with the following:

C.3.b. The Contractor shall be compensated for said units, milestones, or increments of service based upon the following payment rates:

Service Description	Amount (per compensable increment)
Select & Train Tennessee Teachers in Content - A.2.	\$80,000.00/over 12 months
Development of Training Materials - A.3.	\$70,000.00/over 12 months
Select & Train Tennessee Teachers as Instructors - A.4.	\$10,000.00/over 12 months
Training Academies - A.5.	\$610,000.00/over 12 months
Capturing Content for Electronic Instructional Podcast and / or Videos - A.6	\$130,000.00/over 12 months

The revisions set forth herein shall be effective August 2, 2008. All other terms and conditions not expressly amended herein shall remain in full force and effect.

IN WITNESS WHEREOF:

TENNESSEE SCIENCE TEACHERS ASSOCIATION:

CONTRACTOR SIGNATURE

DATE

PRINTED NAME AND TITLE OF CONTRACTOR SIGNATORY (above)

DEPARTMENT OF EDUCATION:

TIMOTHY K. WEBB, ACTING COMMISSIONER

DATE

APPROVED:

**M. D. GOETZ, JR., COMMISSIONER
DEPARTMENT OF FINANCE AND ADMINISTRATION**

DATE

**DEBORAH E. STORY, COMMISSIONER
DEPARTMENT OF HUMAN RESOURCES**

DATE

JOHN G. MORGAN, COMPTROLLER OF THE TREASURY

DATE

REQUEST: NON-COMPETITIVE CONTRACT

CY08

8-6-05

#117

APPROVED

Commissioner of Finance & Administration

Date: FEB 14 2008

Each of the request items below indicates specific information that must be individually detailed or addressed as required. A request can not be considered if information provided is incomplete, non-responsive, or does not clearly address each of the requirements individually as required.

1) RFS #	331.03-020-08		
2) State Agency Name :	Tennessee Department of Education		
3) Service Caption :	Teacher training Highly Qualified Academies		
4) Proposed Contractor :	Tennessee Science Teachers' Association		
5) Contract Start Date : (attached explanation required if date is < 60 days after F&A receipt)	April 15, 2008		
6) Contract End Date IF <u>all</u> Options to Extend the Contract are Exercised :	April 14, 2013		
7) Total Maximum Cost IF <u>all</u> Options to Extend the Contract are Exercised :	\$350,000.00		
8) Approval Criteria : (select one)	<input checked="checked" type="checkbox"/> use of Non-Competitive Negotiation is in the best interest of the state <input type="checkbox"/> only one uniquely qualified service provider able to provide the service		
9) Description of Service to be Acquired :			
1. The proposed contract will allow for the provision of approximately 24, five (5) day teacher training academies for 600 teachers in Science, Math, Civics and Language Arts across the State. 2. The Contractor will select Tennessee teachers who are trained and have shown evidence of strong academic content and proven success with student achievement to learn the new curriculum and develop all content for the trainings. 3. The Contractor will select and train appropriate Tennessee teachers as instructors and facilitators of all academies. 4. Once the academies are completed, the Contractor will develop electronic instructional podcast and / or videos based on the content of the academies for placement on the Department of Education's (DOE) Electronic Teacher Center's website. Placement on the electronic website provides a professional development portal for all Tennessee teachers to have access to quality professional development and the new revised curriculum.			
10) Explanation of the Need for or Requirement Placed on the Procuring Agency to Acquire the Service :			
The federal guidelines for No Child Left Behind Act (NCLB) specifies Title IIA funds be used for teacher training in areas requiring highly qualified teachers. Science, Math, Language Arts and Civics/ Government are areas of instruction identified as requiring teachers to demonstrate highly qualified content knowledge. Public Law 107-110, The Elementary and Secondary Education Act (ESEA) as amended by the No Child Left Behind Act of 2001.2.			

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In order for all teachers to be trained and ready to provide instruction in the revised curriculum mandated by the Governor's high school design, teachers must have numerous ways to access the new curriculum training.

11) Explanation of Whether the Procuring Agency Bought the Service in the Past, & if so, What Procurement Method It Used :

The State has worked with the Tennessee Science Teachers' Association in the past on a Grant/Grantee basis, and it has been determined that this is truly a service that is being provided to the State, therefore a fee for service/vendor relationship appears to be more appropriate.

12) Name & Address of the Proposed Contractor's Principal Owner(s) :
(not required if proposed contractor is a state education institution)

Tennessee Science Teachers' Association
Barry Farris, Treasurer
2133 Williamsport Pike
Columbia, TN 38401

13) Evidence of the Proposed Contractor's Experience and Length of Experience Providing the Service :

The Tennessee Science Teachers' Association (TSTA) was one of the original members of the Tennessee training consortium established using Federal Math and Science Eisenhower Funds (Title II, Part A, Subpart 2 of the Elementary and Secondary Act of 1965a). During the life of the funds (37 years) the consortium trained thousands of Tennessee teachers each summer. In 2002, federal funds were re-authorized and set up in the Title II A (NCLB Act), at which time the TSTA was given a grant to provide Highly Qualified training to Tennessee teachers to meet the federal requirement of NCLB. They continued the training for four summers with positive results.

14) Documentation of Office for Information Resources Endorsement :
(required only if the subject service involves information technology)

select one:



Documentation Not Applicable to this Request



Documentation Attached to this Request

15) Documentation of Department of Personnel Endorsement :
(required only if the subject service involves training for state employees)

select one:



Documentation Not Applicable to this Request



Documentation Attached to this Request

16) Documentation of State Architect Endorsement :
(required only if the subject service involves construction or real property related services)

select one:



Documentation Not Applicable to this Request



Documentation Attached to this Request

17) Description of Procuring Agency Efforts to Identify Reasonable, Competitive, Procurement Alternatives :

Tennessee Institutions of Higher Education who currently have teacher education programs (MTSU, UTM, UTK, and University of Memphis) in the appropriate subject areas were contacted by state personnel and each stated they were unable to provide services equivalent to the program available through TSTA at the same cost. The universities would not only require a minimum of an 8% indirect cost but would also have to train and hire additional staff. We would need to allow additional time, money, and financial resources to recreate a program which has been provided by TSTA and proven successful as documented by teacher feedback.

18) Justification of Why the State Should Use Non-Competitive Negotiation Rather Than a Competitive Process :
(Being the "only known" or "best" service provider to perform the service as desired will not be deemed adequate justification.)

TSTA has created and presented training to teachers across the state of Tennessee. Agencies providing training for licensed K-12 Tennessee teachers must be familiar with not only general subject content, but must also possess knowledge of Tennessee teacher licensure laws, State Board Rules and Regulations, Tennessee curriculum standards, and assessments, and research-based teaching methodologies. TSTA is not only well-versed in the aforementioned but also has the access and a well established rapport with the classroom teachers and school sites necessary to conduct the academies and develop quality electronic instruction on behalf of the State. There are no other entities (within the state) that the State has found to work with to provide this particular service for the teachers of Tennessee at the same cost and level of quality. TSTA is well-versed on federal guidelines that will aide in the training of quality teachers. Since other Tennessee Higher Education agencies are not available to develop and perform this training at the cost, the Department of Education would have to solicit agencies outside of Tennessee. Any agencies residing outside the state of Tennessee would have to become familiar with the aforementioned Tennessee curriculum revisions, laws, rules, and regulations in

order to perform the training required by law. The current budget does not have funds available to off set these additional costs.

REQUESTING AGENCY HEAD SIGNATURE & DATE :

(must be signed & dated by the procuring agency head or authorized signatory)

Timothy K. Well

Agency Head Signature

2/13/08

Date



**GENERAL ASSEMBLY OF THE STATE OF TENNESSEE
FISCAL REVIEW COMMITTEE**

320 Sixth Avenue, North - 8th Floor
NASHVILLE, TENNESSEE 37243-0057
615-741-2564

Rep. Charles Curtiss, Chairman

Representatives

Curt Cobb	Donna Rowland
Curtis Johnson	David Shepard
Gerald McCormick	Curry Todd
Mary Pruitt	Eddie Yokley
Craig Fitzhugh, <i>ex officio</i>	
Speaker Jimmy Naifeh, <i>ex officio</i>	

Sen. Douglas Henry, Vice-Chairman

Senators

Doug Jackson	Reginald Tate
Bill Ketron	Jamie Woodson
Paul Stanley	
Randy McNally, <i>ex officio</i>	
Lt. Governor Ron Ramsey, <i>ex officio</i>	

M E M O R A N D U M

TO: The Honorable Dave Goetz, Commissioner
Department of Finance and Administration

FROM: Charles Curtiss, Chairman, Fiscal Review Committee *CC*
Bill Ketron, Chairman, Contract Services Subcommittee *BK*

DATE: March 7, 2008

SUBJECT: Contract Comments
(Contract Services Subcommittee Meeting 2/25/08)

RFS# 331.03-020

Department: Education

Contractor: Tennessee Science Teachers' Association

Summary: The proposed one-year contract provides for statewide training for teachers in Science, Math, Civics, and Language Arts. The contract has a beginning date of April 15, 2008, and an ending date of April 14, 2009, with the option to extend in one-year increments for a total of five years.

Maximum liability for 1st Year: \$350,000

After review, the Fiscal Review Committee voted to recommend approval of the contract.

cc: The Honorable Timothy Webb, Acting Commissioner
Mr. Robert Barlow, Director, Office of Contracts Review

C O N T R A C T S U M M A R Y S H E E T

121107

RFS #	Contract #
331.03-020-08	<i>FA-08-23570-00</i>
State Agency	State Agency Division
Department of Education	NCLB
Contractor Name	Contractor ID # (FEIN or SSN)
TENNESSEE SCIENCE TEACHERS ASSOCIATION	<input type="checkbox"/> C- or <input checked="" type="checkbox"/> V- V621513336-00
Service Description	

Title II			
Contract BEGIN Date	Contract END Date	Subrecipient or Vendor?	CFDA #
April 15, 2008	April 14, 2009	Vendor	84.367

Mark Each TRUE Statement					
<input checked="" type="checkbox"/> Contractor is on STARS			<input checked="" type="checkbox"/> Contractor's Form W-9 is on file in Accounts		
Allotment Code	Cost Center	Object Code	Fund	Funding Grant Code	Funding Subgrant Code
331.03	464	083	25	CD7	ACX
FY	State	Federal	Interdepartmental	Other	TOTAL Contract Amount
2008	\$0.00	\$300,000.00	\$0.00	\$0.00	\$300,000.00
2009	\$0.00	\$50,000.00	\$0.00	\$0.00	\$50,000.00
<div style="border: 1px solid black; padding: 5px; display: inline-block;"> OCR RELEASED MAR 28 2008 TO ACCOUNTS </div>					
TOTAL:	\$0.00	\$350,000.00	\$0.00	\$0.00	\$350,000.00

— COMPLETE FOR AMENDMENTS ONLY —			State Agency Fiscal Contact & Telephone #	
FY	Base Contract & Prior Amendments	THIS Amendment ONLY	John Sharp - 615-532-1658	
			State Agency Budget Officer Approval	
			John Sharp March 14, 2008	
			Funding Certification (certification, required by T.C.A., § 9-4-5113, that there is a balance in the appropriation from which the obligated expenditure is required to be paid that is not otherwise encumbered to pay obligations previously incurred)	
TOTAL:			MAR 18 2008	
End Date				

Contractor Ownership (complete for ALL base contracts—N/A to amendments or delegated authorities)				
<input type="checkbox"/> African American	<input type="checkbox"/> Person w/ Disability	<input type="checkbox"/> Hispanic	<input type="checkbox"/> Small Business	<input type="checkbox"/> Government
<input type="checkbox"/> Asian	<input type="checkbox"/> Female	<input type="checkbox"/> Native American	<input checked="" type="checkbox"/> NOT minority/disadvantaged	

Contractor Selection Method		
<input type="checkbox"/> RFP	<input type="checkbox"/> Competitive Negotiation *	<input type="checkbox"/> Alternative Competitive Method *
<input checked="" type="checkbox"/> Non-Competitive Negotiation *	<input type="checkbox"/> Negotiation w/ Government (ID, GG, GU)	

*** Procurement Process Summary** (complete for selection by Non-Competitive Negotiation, Competitive Negotiation, OR Alternative Method)

Tennessee Institutions of Higher Education who currently have teacher education programs (MTSU, UTM, UTK, and University of Memphis) in the appropriate subject areas were contacted by state personnel and each stated they were unable to provide services equivalent to the program available through TSTA at the same cost. The universities would not only require a minimum of an 8% indirect cost but would also have to train and hire additional staff. We would need to allow additional time, money, and financial resources to recreate a program which has been provided by TSTA and proven successful as documented by teacher feedback.

JAN 22 2008

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**CONTRACT
BETWEEN THE STATE OF TENNESSEE,
DEPARTMENT OF EDUCATION
AND
TENNESSEE SCIENCE TEACHERS ASSOCIATION**

This Contract, by and between the State of Tennessee, DEPARTMENT OF EDUCATION, hereinafter referred to as the "State" and TENNESSEE SCIENCE TEACHERS ASSOCIATION, hereinafter referred to as the "Contractor," is for the provision of teacher training, as further defined in the "SCOPE OF SERVICES."

The Contractor is a Nonprofit Corporation.

Contractor Federal Employer Identification or Social Security Number: V621513336-00

Contractor Place of Incorporation or Organization: Tennessee

A. SCOPE OF SERVICES:

- A.1. The Contractor shall provide all service and deliverables as required, described, and detailed by this Scope of Services and shall meet all service and delivery timelines specified in the Scope of Services section or elsewhere in this Contract.
- A.2. The Contractor will select and train Tennessee teachers who are licensed and have shown evidence of strong academic content and proven success with student achievement to learn the new curriculum standards in Science, Mathematics, Civics, and Language Arts.
- A.3. The Contractor shall develop all content materials for the training.
- A.4. The Contractor will select and train appropriate Tennessee teachers as instructors and facilitators of all academies.
- A.5. The Contractor will schedule and provide approximately 24 (based on registration), five (5) day teacher training academies for 600 teachers in Science, Math, Civics and Language Arts across the State. Training days and schedules will be approved by the State content curriculum coordinators.
- A.6. The Contractor will develop electronic instructional podcasts and/or videos based on the content of the academies for placement on the state's Electronic Teacher Center's website to provide a professional development portal for all Tennessee teachers to have access to quality professional development and the new revised curriculum. This website will not reside on the State server.

B. CONTRACT TERM:

- B.1. Contract Term. This Contract shall be effective for the period commencing on April 15, 2008 and ending on April 14, 2009. The State shall have no obligation for services rendered by the Contractor which are not performed within the specified period.
- B.2. Term Extension. The State reserves the right to extend this Contract for an additional period or periods of time representing increments of no more than one year and a total contract term of no more than five (5) years, provided that such an extension of the contract term is effected prior to the current, contract expiration date by means of an amendment to the Contract. If the extension of the Contract necessitates additional funding beyond that which was included in the original Contract, the increase in the State's maximum liability will also be effected through an amendment to the Contract, and shall be based upon payment rates provided for in the original Contract.

C. PAYMENT TERMS AND CONDITIONS:

- C.1. Maximum Liability. In no event shall the maximum liability of the State under this Contract exceed Three Hundred Fifty Thousand Dollars and No Cents (\$350,000.00). The payment rates in Section C.3 shall constitute the entire compensation due the Contractor for the Service and all of the Contractor's obligations hereunder regardless of the difficulty, materials or equipment required. The payment rates include, but are not limited to, all applicable taxes, fees, overheads, and all other direct and indirect costs incurred or to be incurred by the Contractor.

~~The Contractor is not entitled to be paid the maximum liability for any period under the Contract or any extensions of the Contract for work not requested by the State. The maximum liability represents available funds for payment to the Contractor and does not guarantee payment of any such funds to the Contractor under this Contract unless the State requests work and the Contractor performs said work. In which case, the Contractor shall be paid in accordance with the payment rates detailed in Section C.3. The State is under no obligation to request work from the Contractor in any specific dollar amounts or to request any work at all from the Contractor during any period of this Contract.~~

- C.2. Compensation Firm. The payment rates and the maximum liability of the State under this Contract are firm for the duration of the Contract and are not subject to escalation for any reason unless amended.
- C.3. Payment Methodology. The Contractor shall be compensated based on the payment rates herein for units of service authorized by the State in a total amount not to exceed the Contract Maximum Liability established in Section C.1.
- a. The Contractor's compensation shall be contingent upon the satisfactory completion of units, milestones, or increments of service defined in Section A.
 - b. The Contractor shall be compensated for said units, milestones, or increments of service based upon the following payment rates:

Service Description	Amount (per compensable increment)
Select & Train Tennessee Teachers in Content- A.2.	\$80,000.00/over 12 months
Development of Training Materials- A.3.	\$70,000.00/over 12 months
Select & Train Tennessee Teachers as Instructors- A.4.	\$10,000.00/over 12 months
Training Academies- A.5.	\$60,000.00/over 12 months
Capturing Content for Electronic Instructional Podcast and/or videos- A.6.	\$130,000.00/over 12 months

- C.4. Travel Compensation. The Contractor shall not be compensated or reimbursed for travel, meals, or lodging.
- C.5. Invoice Requirements. The Contractor shall invoice the State only for completed increments of service and for the amount stipulated in Section C.3, above, and as required below prior to any payment.
- a. The Contractor shall submit invoices no more often than monthly, with all necessary supporting documentation, to:

Angie Cannon
DEPARTMENT OF EDUCATION
710 James Robertson Parkway

5th Floor, Andrew Johnson Tower
Nashville, TN 37243

- b. The Contractor agrees that each invoice submitted shall clearly and accurately (all calculations must be extended and totaled correctly) detail the following required information.

- (1) Invoice/Reference Number (assigned by the Contractor);
- (2) Invoice Date;
- (3) Invoice Period (period to which all invoiced charges are applicable);
- (4) Contract Number (assigned by the State to this Contract);
- (5) Account Name: Department of Education – Teaching and Learning/Teacher Quality;
- (6) Account/Customer Number (uniquely assigned by the Contractor to the above-referenced Account Name);
- (7) Contractor Name;
- (8) Contractor Federal Employer Identification Number or Social Security Number (as referenced in this Contract);
- (9) Contractor Contact (name, phone, and/or fax for the individual to contact with billing questions);
- (10) Contractor Remittance Address;
- (11) Complete Itemization of Charges, which shall detail the following:
 - i. Service or Milestone Description (including name /title as applicable) of each service invoiced;
 - ii. Number of Completed Units, Increments, Hours, or Days as applicable, of each service invoiced;
 - iii. Applicable Payment Rate (as stipulated in Section C.3.) of each service invoiced;
 - iv. Amount Due by Service; and
 - v. Total Amount Due for the invoice period.

- c. The Contractor understands and agrees that an invoice to the State under this Contract shall:

- (1) include only charges for service described in Contract Section A and in accordance with payment terms and conditions set forth in Contract Section C;
- (2) not include any future work but will only be submitted for completed service; and
- (3) not include sales tax or shipping charges.

- d. The Contractor agrees that timeframe for payment (and any discounts) begins when the State is in receipt of each invoice meeting the minimum requirements above.

- e. The Contractor shall complete and sign a "Substitute W-9 Form" provided to the Contractor by the State. The taxpayer identification number contained in the Substitute W-9 submitted to the State shall agree to the Federal Employer Identification Number or Social Security Number referenced in this Contract for the Contractor. The Contractor shall not invoice the State for services until the State has received this completed form.

C.6. Payment of Invoice. The payment of the invoice by the State shall not prejudice the State's right to object to or question any invoice or matter in relation thereto. Such payment by the State shall neither be construed as acceptance of any part of the work or service provided nor as an approval of any of the amounts invoiced therein.

C.7. Invoice Reductions. The Contractor's invoice shall be subject to reduction for amounts included in any invoice or payment theretofore made which are determined by the State, on the basis of audits conducted in accordance with the terms of this Contract, not to constitute proper remuneration for compensable services.

C.8. Deductions. The State reserves the right to deduct from amounts which are or shall become due and payable to the Contractor under this or any Contract between the Contractor and the State of Tennessee any amounts which are or shall become due and payable to the State of Tennessee by the Contractor.

C.9. Automatic Deposits. The Contractor shall complete and sign an "Authorization Agreement for Automatic Deposit (ACH Credits) Form." This form shall be provided to the Contractor by the State. ~~Once this form has been completed and submitted to the State by the Contractor all~~ payments to the Contractor, under this or any other Contract the Contractor has with the State of Tennessee shall be made by Automated Clearing House (ACH). The Contractor shall not invoice the State for services until the Contractor has completed this form and submitted it to the State.

D. STANDARD TERMS AND CONDITIONS:

D.1. Required Approvals. The State is not bound by this Contract until it is approved by the appropriate State officials in accordance with applicable Tennessee State laws and regulations.

D.2. Modification and Amendment. This Contract may be modified only by a written amendment executed by all parties hereto and approved by the appropriate Tennessee State officials in accordance with applicable Tennessee State laws and regulations.

D.3. Termination for Convenience. The State may terminate this Contract without cause for any reason. Said termination shall not be deemed a Breach of Contract by the State. The State shall give the Contractor at least Thirty (30) days written notice before the effective termination date. The Contractor shall be entitled to receive compensation for satisfactory, authorized service completed as of the termination date, but in no event shall the State be liable to the Contractor for compensation for any service which has not been rendered. Upon such termination, the Contractor shall have no right to any actual general, special, incidental, consequential, or any other damages whatsoever of any description or amount.

D.4. Termination for Cause. If the Contractor fails to properly perform its obligations under this Contract in a timely or proper manner, or if the Contractor violates any terms of this Contract, the State shall have the right to immediately terminate the Contract and withhold payments in excess of fair compensation for completed services. Notwithstanding the above, the Contractor shall not be relieved of liability to the State for damages sustained by virtue of any breach of this Contract by the Contractor.

D.5. Subcontracting. The Contractor shall not assign this Contract or enter into a subcontract for any of the services performed under this Contract without obtaining the prior written approval of the State. If such subcontracts are approved by the State, they shall contain, at a minimum, sections of this Contract below pertaining to "Conflicts of Interest," "Nondiscrimination," and "Records" (as identified by the section headings). Notwithstanding any use of approved subcontractors, the Contractor shall be the prime contractor and shall be responsible for all work performed.

D.6. Conflicts of Interest. The Contractor warrants that no part of the total Contract Amount shall be paid directly or indirectly to an employee or official of the State of Tennessee as wages, compensation, or gifts in exchange for acting as an officer, agent, employee, subcontractor, or consultant to the Contractor in connection with any work contemplated or performed relative to this Contract.

D.7. Nondiscrimination. The Contractor hereby agrees, warrants, and assures that no person shall be excluded from participation in, be denied benefits of, or be otherwise subjected to discrimination in the performance of this Contract or in the employment practices of the Contractor on the grounds of disability, age, race, color, religion, sex, national origin, or any other classification protected by Federal, Tennessee State constitutional, or statutory law. The Contractor shall, upon request, show proof of such nondiscrimination and shall post in conspicuous places, available to all employees and applicants, notices of nondiscrimination.

D.8. Prohibition of Illegal Immigrants. The requirements of Public Acts of 2006, Chapter Number 878, of the state of Tennessee, addressing the use of illegal immigrants in the performance of any Contract to supply goods or services to the state of Tennessee, shall be a material provision of this Contract, a breach of which shall be grounds for monetary and other penalties, up to and including termination of this Contract.

a. The Contractor hereby attests, certifies, warrants, and assures that the Contractor shall not knowingly utilize the services of an illegal immigrant in the performance of this Contract and shall not knowingly utilize the services of any subcontractor who will utilize the services of an illegal immigrant in the performance of this Contract. The Contractor shall reaffirm this attestation, in writing, by submitting to the State a completed and signed copy of the document as Attachment 1, hereto, semi-annually during the period of this Contract. Such attestations shall be maintained by the Contractor and made available to state officials upon request.

b. Prior to the use of any subcontractor in the performance of this Contract, and semi-annually thereafter, during the period of this Contract, the Contractor shall obtain and retain a current, written attestation that the subcontractor shall not knowingly utilize the services of an illegal immigrant to perform work relative to this Contract and shall not knowingly utilize the services of any subcontractor who will utilize the services of an illegal immigrant to perform work relative to this Contract. Attestations obtained from such subcontractors shall be maintained by the Contractor and made available to state officials upon request.

c. The Contractor shall maintain records for all personnel used in the performance of this Contract. Said records shall be subject to review and random inspection at any reasonable time upon reasonable notice by the State.

d. The Contractor understands and agrees that failure to comply with this section will be subject to the sanctions of Public Chapter 878 of 2006 for acts or omissions occurring after its effective date. This law requires the Commissioner of Finance and Administration to prohibit a contractor from contracting with, or submitting an offer, proposal, or bid to contract with the State of Tennessee to supply goods or services for a period of one year after a contractor is discovered to have knowingly used the services of illegal immigrants during the performance of this Contract.

e. For purposes of this Contract, "illegal immigrant" shall be defined as any person who is not either a United States citizen, a Lawful Permanent Resident, or a person whose physical presence in the United States is authorized or allowed by the federal Department of Homeland Security and who, under federal immigration laws and/or regulations, is authorized to be employed in the U.S. or is otherwise authorized to provide services under the Contract.

D.9. Records. The Contractor shall maintain documentation for all charges under this Contract. The books, records, and documents of the Contractor, insofar as they relate to work performed or money received under this Contract, shall be maintained for a period of three (3) full years from the date of the final payment and shall be subject to audit at any reasonable time and upon reasonable notice by the State, the Comptroller of the Treasury, or their duly appointed representatives. The financial statements shall be prepared in accordance with generally accepted accounting principles.

D.10. Monitoring. The Contractor's activities conducted and records maintained pursuant to this Contract shall be subject to monitoring and evaluation by the State, the Comptroller of the Treasury, or their duly appointed representatives.

D.11. Progress Reports. The Contractor shall submit brief, periodic, progress reports to the State as requested.

D.12. Strict Performance. Failure by any party to this Contract to insist in any one or more cases upon the strict performance of any of the terms, covenants, conditions, or provisions of this Contract

shall not be construed as a waiver or relinquishment of any such term, covenant, condition, or provision. No term or condition of this Contract shall be held to be waived, modified, or deleted except by a written amendment signed by the parties hereto.

- D.13. Independent Contractor. The parties hereto, in the performance of this Contract, shall not act as employees, partners, joint venturers, or associates of one another. It is expressly acknowledged by the parties hereto that such parties are independent contracting entities and that nothing in this Contract shall be construed to create an employer/employee relationship or to allow either to exercise control or direction over the manner or method by which the other transacts its business affairs or provides its usual services. The employees or agents of one party shall not be deemed or construed to be the employees or agents of the other party for any purpose whatsoever.

The Contractor, being an independent contractor and not an employee of the State, agrees to carry adequate public liability and other appropriate forms of insurance, including adequate public liability and other appropriate forms of insurance on the Contractor's employees, and to pay all applicable taxes incident to this Contract.

- D.14. State Liability. The State shall have no liability except as specifically provided in this Contract.
- D.15. Force Majeure. The obligations of the parties to this contract are subject to prevention by causes beyond the parties' control that could not be avoided by the exercise of due care including, but not limited to, acts of God, natural disasters, riots, wars, epidemics or any other similar cause.
- D.16. State and Federal Compliance. The Contractor shall comply with all applicable State and Federal laws and regulations in the performance of this Contract.
- D.17. Governing Law. This Contract shall be governed by and construed in accordance with the laws of the State of Tennessee. The Contractor agrees that it will be subject to the exclusive jurisdiction of the courts of the State of Tennessee in actions that may arise under this Contract. The Contractor acknowledges and agrees that any rights or claims against the State of Tennessee or its employees hereunder, and any remedies arising therefrom, shall be subject to and limited to those rights and remedies, if any, available under *Tennessee Code Annotated*, Sections 9-8-101 through 9-8-407.
- D.18. Completeness. This Contract is complete and contains the entire understanding between the parties relating to the subject matter contained herein, including all the terms and conditions of the parties' agreement. This Contract supersedes any and all prior understandings, representations, negotiations, and agreements between the parties relating hereto, whether written or oral.
- D.19. Severability. If any terms and conditions of this Contract are held to be invalid or unenforceable as a matter of law, the other terms and conditions hereof shall not be affected thereby and shall remain in full force and effect. To this end, the terms and conditions of this Contract are declared severable.
- D.20. Headings. Section headings of this Contract are for reference purposes only and shall not be construed as part of this Contract.

E. SPECIAL TERMS AND CONDITIONS:

- E.1. Conflicting Terms and Conditions. Should any of these special terms and conditions conflict with any other terms and conditions of this Contract, these special terms and conditions shall control.
- E.2. Communications and Contacts. All instructions, notices, consents, demands, or other communications required or contemplated by this Contract shall be in writing and shall be made by certified, first class mail, return receipt requested and postage prepaid, by overnight courier service with an asset tracking system, or by EMAIL or facsimile transmission with recipient confirmation. Any such communications, regardless of method of transmission, shall be addressed to the respective party at the appropriate mailing address, facsimile number, or EMAIL.

address as set forth below or to that of such other party or address, as may be hereafter specified by written notice.

The State:

Angie Cannon
DEPARTMENT OF EDUCATION
710 James Robertson Parkway
5th Floor, Andrew Johnson Tower
Nashville, TN 37243
angie.cannon@state.tn.us
Telephone # 615-532-6300
Fax # 615-741-1837

The Contractor:

Barry Farris
TENNESSEE SCIENCE TEACHERS ASSOCIATION
2133 Williamsport Pike
Columbia, TN 38401
farrisb@k12tn.net
Telephone # 931-388-6167
Fax # 931-380-8506

All instructions, notices, consents, demands, or other communications shall be considered effectively given upon receipt or recipient confirmation as may be required.

- E.3. Subject to Funds Availability. The Contract is subject to the appropriation and availability of State and/or Federal funds. In the event that the funds are not appropriated or are otherwise unavailable, the State reserves the right to terminate the Contract upon written notice to the Contractor. Said termination shall not be deemed a breach of Contract by the State. Upon receipt of the written notice, the Contractor shall cease all work associated with the Contract. Should such an event occur, the Contractor shall be entitled to compensation for all satisfactory and authorized services completed as of the termination date. Upon such termination, the Contractor shall have no right to recover from the State any actual, general, special, incidental, consequential, or any other damages whatsoever of any description or amount.
- E.4. Tennessee Consolidated Retirement System. The Contractor acknowledges and understands that, subject to statutory exceptions contained in *Tennessee Code Annotated*, Section 8-36-801, et. seq., the law governing the Tennessee Consolidated Retirement System (TCRS), provides that if a retired member of TCRS, or of any superseded system administered by TCRS, or of any local retirement fund established pursuant to *Tennessee Code Annotated*, Title 8, Chapter 35, Part 3 accepts state employment, the member's retirement allowance is suspended during the period of the employment. Accordingly and notwithstanding any provision of this Contract to the contrary, the Contractor agrees that if it is later determined that the true nature of the working relationship between the Contractor and the State under this Contract is that of "employee/employer" and not that of an independent contractor, the Contractor may be required to repay to TCRS the amount of retirement benefits the Contractor received from TCRS during the period of this Contract.
- E.5. Confidentiality of Records. Strict standards of confidentiality of records and information shall be maintained in accordance with applicable state and federal law. All material and information, regardless of form, medium or method of communication, provided to the Contractor by the State or acquired by the Contractor on behalf of the State shall be regarded as confidential information in accordance with the provisions of applicable state and federal law, state and federal rules and regulations, departmental policy, and ethical standards. Such confidential information shall not be disclosed, and all necessary steps shall be taken by the Contractor to safeguard the confidentiality of such material or information in conformance with applicable state and federal law, state and federal rules and regulations, departmental policy, and ethical standards.

The Contractor's obligations under this section do not apply to information in the public domain; entering the public domain but not from a breach by the Contractor of this Contract; previously

possessed by the Contractor without written obligations to the State to protect it; acquired by the Contractor without written restrictions against disclosure from a third party which, to the Contractor's knowledge, is free to disclose the information; independently developed by the Contractor without the use of the State's information; or, disclosed by the State to others without restrictions against disclosure. Nothing in this paragraph shall permit Contractor to disclose any information that is confidential under federal or state law or regulations, regardless of whether it has been disclosed or made available to the Contractor due to intentional or negligent actions or inactions of agents of the State or third parties.

It is expressly understood and agreed the obligations set forth in this section shall survive the termination of this Contract.

- E.6. Printing Authorization. The Contractor agrees that no publication coming within the jurisdiction of *Tennessee Code Annotated*, Section 12-7-101, *et. seq.*, shall be printed unless a printing authorization number has been obtained and affixed as required by *Tennessee Code Annotated*, Section 12-7-103 (d).
- E.7. State Ownership of Work Products. The State shall have ownership, right, title, and interest, including ownership of copyright, in all work products, including computer source code, created, designed, developed, derived, documented, installed, or delivered under this Contract subject to the next subsection and full and final payment for each "Work Product." The State shall have royalty-free and unlimited rights and license to use, disclose, reproduce, publish, distribute, modify, maintain, or create derivative works from, for any purpose whatsoever, all said Work Products.
 - a. To the extent that the Contractor uses any of its pre-existing, proprietary or independently developed tools, materials or information ("Contractor Materials"), the Contractor shall retain all right, title and interest in and to such Contractor Materials, and the State shall acquire no right, title or interest in or to such Contractor Materials EXCEPT the Contractor grants to the State an unlimited, non-transferable license to use, copy and distribute internally, solely for the State's internal purposes, any Contractor Materials reasonably associated with any Work Product provided under the Contract.
 - b. The Contractor shall furnish such information and data as the State may request, including but not limited to computer code, that is applicable, essential, fundamental, or intrinsic to any Work Product and Contractor Materials reasonably associated with any Work Product, in accordance with this Contract and applicable state law.
 - c. Nothing in this Contract shall prohibit the Contractor's use for its own purposes of the general knowledge, skills, experience, ideas, concepts, know-how, and techniques obtained and used during the course of providing the services requested under this Contract.
 - d. Nothing in the Contract shall prohibit the Contractor from developing for itself, or for others, materials which are similar to and/or competitive with those that are produced under this Contract.
- E.8. Competitive Procurements. This Contract provides for reimbursement of the cost of goods, materials, supplies, equipment, or contracted services. Such procurements shall be made on a competitive basis, where practical. The Contractor shall maintain documentation for the basis of each procurement for which reimbursement is paid pursuant to this Contract. In each instance where it is determined that use of a competitive procurement method was not practical, said documentation shall include a written justification, approved by the Department of Education Commissioner, for such decision and non-competitive procurement.
- E.9. Workpapers Subject to Review. The Contractor shall make all audit, accounting, or financial analysis workpapers, notes, and other documentation available for review by the Comptroller of the Treasury or his representatives, upon request, during normal working hours either while the analysis is in progress or subsequent to the completion of this Contract.

- E.10. Prohibited Advertising. The Contractor shall not refer to this Contract or the Contractor's relationship with the State hereunder in commercial advertising in such a manner as to state or imply that the Contractor or the Contractor's services are endorsed. It is expressly understood and agreed that the obligations set forth in this section shall survive the termination of this Contract in perpetuity.
- E.11. Environmental Tobacco Smoke. Pursuant to the provisions of the federal "Pro-Children Act of 1994" and the Tennessee "Children's Act for Clean Indoor Air of 1995," the Contractor shall prohibit smoking of tobacco products within any indoor premises in which services are provided pursuant to this Contract to individuals under the age of eighteen (18) years. The Contractor shall post "no smoking" signs in appropriate, permanent sites within such premises. This prohibition shall be applicable during all hours, not just the hours in which children are present. Violators of the prohibition may be subject to civil penalties and fines. This prohibition shall apply to and be made part of any subcontract related to this Contract.
- E.12. Lobbying. The Contractor certifies, to the best of its knowledge and belief, that:
- No federal appropriated funds have been paid or will be paid, by or on behalf of the undersigned, to any person for influencing or attempting to influence an officer or employee of an agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with the awarding of any Federal contract, the making of any Federal grant, the making of any federal loan, the entering into of any cooperative agreement, and the extension, continuation, renewal, amendment, or modification of any federal contract, grant, loan, or cooperative agreement.
 - If any funds other than federal appropriated funds have been paid or will be paid to any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with this contract, grant, loan, or cooperative agreement, the Contractor shall complete and submit Standard Form-LLL, "Disclosure Form to Report Lobbying," in accordance with its instructions.
 - The Contractor shall require that the language of this certification be included in the award documents for all sub-awards at all tiers (including subcontracts, sub-grants, and contracts under grants, loans, and cooperative agreements) and that all subrecipients shall certify and disclose accordingly.

This certification is a material representation of fact upon which reliance was placed when this transaction was made or entered into and is a prerequisite for making or entering into this transaction imposed by section 1352, title 31, U.S. Code.

- E.13. Debarment and Suspension. The Contractor certifies, to the best of its knowledge and belief, that it, its current and future principals, its current and future subcontractors and their principals:
- are not presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from covered transactions by any federal or state department or agency;
 - have not within a three (3) year period preceding this Contract been convicted of, or had a civil judgment rendered against them from commission of fraud, or a criminal offense in connection with obtaining, attempting to obtain, or performing a public (federal, state, or local) transaction or grant under a public transaction; violation of federal or state antitrust statutes or commission of embezzlement, theft, forgery, bribery, falsification, or destruction of records, making false statements, or receiving stolen property;
 - are not presently indicted or otherwise criminally or civilly charged by a government entity (federal, state, or local) with commission of any of the offenses detailed in section b. of this certification; and

- d. have not within a three (3) year period preceding this Contract had one or more public transactions (federal, state, or local) terminated for cause or default.

The Contractor shall provide immediate written notice to the State if at any time it learns that there was an earlier failure to disclose information or that due to changed circumstances, its principals or the principals of its subcontractors are excluded or disqualified.

IN WITNESS WHEREOF:

TENNESSEE SCIENCE TEACHERS ASSOCIATION:

Barry Farris 3/14/08
GRANTEE SIGNATURE DATE

Barry Farris, Treasurer
PRINTED NAME AND TITLE OF CONTRACTOR SIGNATORY (above)

DEPARTMENT OF EDUCATION:

Timothy K. Webb RB 3/17/08
TIMOTHY K. WEBB, ACTING COMMISSIONER DATE

APPROVED:

M.D. Goetz, Jr. /apl 3/24/08
M.D. GOETZ, JR., COMMISSIONER DATE
DEPARTMENT OF FINANCE AND ADMINISTRATION

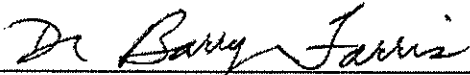
John G. Morgan 3-26-08
JOHN G. MORGAN, COMPTROLLER OF THE TREASURY DATE

ATTACHMENT 1

ATTESTATION RE PERSONNEL USED IN CONTRACT PERFORMANCE

SUBJECT CONTRACT NUMBER:	
CONTRACTOR LEGAL ENTITY NAME:	Tennessee Science Teachers Association
FEDERAL EMPLOYER IDENTIFICATION NUMBER: (or Social Security Number)	V621513336-00

The Contractor, identified above, does hereby attest, certify, warrant, and assure that the Contractor shall not knowingly utilize the services of an illegal immigrant in the performance of this Contract and shall not knowingly utilize the services of any subcontractor who will utilize the services of an illegal immigrant in the performance of this Contract.



CONTRACTOR SIGNATURE

NOTICE: This attestation MUST be signed by an individual empowered to contractually bind the Contractor. If said individual is not the chief executive or president, this document shall attach evidence showing the individual's authority to contractually bind the Contractor.



PRINTED NAME AND TITLE OF SIGNATORY

1-12-08

DATE OF ATTESTATION